

**Beverly Hills  
Regular Village Council Meeting  
Tuesday, February 5, 2019**

**Municipal Building  
18500 W. 13 Mile Rd.  
7:30 p.m.**

### **AGENDA**

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and Consider approval of minutes of a **special Council** meeting held January 5, 2019.
2. Review and consider approval of minutes of a **regular Council** meeting held January 15, 2019.
3. Review and consider approval of minutes of a **joint Parks & Recreation Board and Council** meeting held January 17, 2019.
4. Review and file bills recapped as of Tuesday, **January 22**, 2019.
5. Review and file bills recapped as of Monday, **February 4**, 2019.

Business Agenda

1. Review and consider **First Amendment** to Village Manager Employment Agreement.
2. Set a Public Hearing for **March 5, 2019** to receive comments on request from Detroit Country Day School, 22305 W 13 Mile Road, for special land use approval and site plan approval to retain a playground and sports court and add a guard house at the Middle School grounds.
3. Review and consider **Notice of Name Change** from Comcast and amendment to Uniform Video Service Local Franchise Agreement.
4. Review and consider **Automatic Aid Agreement** between the Village of Beverly Hills and the Village of Franklin.
5. Review and consider **Automatic Aid Agreement** between the Village of Beverly Hills and the Village of Bingham Farms.

Public comments

**Manager's report**

Council comments

The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

Present: President Peddie; President Pro-Tem Abboud; Members: George, Hrydziusko, Mooney, Mueller, and Nunez

Absent: None

Also Present: Village Manager/Clerk, Wilson  
Public Safety Director, Torongeau  
Finance Director, McCarthy  
Planning and Zoning Administrator, LaPere

President Peddie called the special Council meeting to order at 9:10 a.m. in the Village of Beverly Hills municipal building at 18500 W. Thirteen Mile Road.

### **ADDITIONS TO AGENDA/APPROVE AGENDA**

Motion by Money, second by Mueller, to approve the agenda as published.

Motion passed.

### **FINANCES**

The Village millage passed in 2010 expires with FYE 06/30/2020 and total operating Millage reverts to 11.0 mills, which would leave roughly 9 mills for Public Safety (PS) and 2 for General Fund (GF), without library. With library (.8 mills) included, it would leave roughly 8.5 mills for PS and 1.7 for GF. Funding at this level could be achieved due to savings to OPEB costs of roughly \$800,000 annually, which are subject to change.

Library millage could be pursued separately. Inclusion of 0.8 mills +/- for Library in operating millage would require ending subsidy to trash operations and ending GF contributions to roads. Trash fee is currently set at \$150 for FY 19/20 but would need to increase to \$175 to be self-supporting. The Council does have the power to vote on a dedicated trash millage that can cover the cost of trash but generates no profit. State increases would cover some, but not all, of previous GF contributions to roads.

There are several renewal options that Council could consider. Seek renewal at current operating levels; 9.1 Public Safety and 2.0 General Fund and 0.85 for Library; for 11.95 mills total. This is higher than the Charter allowance (11 mills) but less than the 12.9184 approved in 2010 and fiscally sustainable based upon best projections. Council could pursue other millage issues independently.

Council could pursue renewal at 2010 level of 12.9184+/-; 9.9 for Public Safety and 2.1 for General Fund and 0.8462 for Library; for 12.8462 mills total. Millage for Public Safety would be higher than current operating level, which would allow for rapid growth of PS Fund Balance. Council could then pursue other millage issues independently.

Council could pursue renewal at current operating levels with specific earmarks; 9.1 Public Safety & 1.9 General Fund & 0.85 Library & 0.25 Parks & 0.75 Roads; for a 12.8500 mills total. This

would generate roughly \$150k annually for parks and \$450k annually for roads. It would sufficiently operate PS and GF at current levels.

Mooney supported the idea of the omnibus approach and believes they should consider asking for 13.9 mills; this would allow for park funding, paying off the water and sewage fees and removing them from the quarterly bills, as well as adding to infrastructure funds. It will be important to specify the amounts allocated for each department. There should be a 10-year cap to guard against Headlee reductions as well.

Peddie and Mueller agreed, believing that the priority will be showing residents what it would cost per household, where costs will be rising, where costs will be reduced, and where costs saving measures have been taken.

Nunez wants to ensure that the park does not continue to take the loss in millage allocations. He asked that administration prepare a one-page comparison of the proposed millage options.

Abboud, George, and Mooney will work with Administration on the options around the millage proposals.

## **INFRASTRUCTURE**

The Village has a few blocks of 4" water mains, all over 60 years old. Most of them run through rear yards and some portions are located under garages and trees. Although consideration has been given to replacing these, it is a costly project, and they have not experienced any problems in this area. Administration will follow up on the approximately 150 homes with unknown service pipe line status.

Council will need to work with Administration to determine if the Village will focus on concrete or asphalt this spring. A major road project is scheduled for 13 Mile in 2021.

George would like the Council and Administration to explore grants and funding options for creating a more walkable and bikeable Village; connecting neighborhoods, schools, and parks.

Mueller, Nunez, and Peddie will meet to discuss infrastructure concerns and goals; with a prepared report for the March 5, 2019 meeting.

## **PUBLIC SAFETY**

The Department has taken delivery of the smaller pumper truck, and plan to take delivery of the large pumper in May 2019. The officers are extremely happy with the new trucks. Upcoming expenses include 2 new vehicles, and replacement of the boiler. The replacement of the boiler will be a big project, and will need to be done in the spring. The current generator is over 20 years old and will need replacing.

The Department does not use body cams; they currently use cameras in the vehicles as well as body mikes, and have had no issues. There was discussion around opening up the reception desk in the entrance of the public safety building, however the main reason it is not open at all times is the safety of the officers and staff in the building. It was suggested that all of the glass in the lobby

be replaced with bulletproof glass. More lighting is needed around the exteriors of the Southfield Township office and the Public Safety building.

### **PERSONNEL**

Mooney reported there were five candidates being interviewed for the Village Clerk/Assistant Manager position, and an amended Village Manager contact was being drafted.

Comeau continues to provide all Public Works for the Village. Marty Collins will be retiring in August 2019, and work in a part time supervisory role. He is training his replacement over the course of the year. Council and Administration should begin to consider a long-term contingency plan; they would be hard pressed to find another company that provides the level and quality of services that Comeau does.

George requested the McCarthy provide the Council with a full breakdown of provided services to explore potential comparisons with other options.

Council and Administration are happy with the services provided by the Village Attorney. He has been serving the Village for over 30 years; the personnel committee will discuss his long-term retirement plans with him and develop next steps.

Administration was instructed to evaluate the current level of service being provided by the Village Planner and Village IT services and place bids for service out.

Wilson reported that SAFEBuilt; the current contracted company for Planning and for Building Inspections; was drafting a bid for a 20 hour a week code enforcement patrol. This would not replace the Village employed Code Enforcement officer, but would enable stricter patrol for violations.

There was extensive conversation about the concerns related to habitual offenders, ticket follow up, enforcement, record keeping, and reporting to Council.

Peddle, Abboud, and Administration will meet to establish guidelines for Code Enforcement reporting, tracking, and follow up procedures.

### **CHARTER AND ORDINANCES**

Hrydziuszko, Nunez, and George will review and report on potential additions to the Municipal Code including the addition of definitions where needed, removal of language that no longer applies. They will also consider a simplified Tier approach to the Village Code; icons and color coordinated Visuals to simplify Rules and Codes.

### **COMMUNICATION**

Hrydziuszko, Mueller, and Peddie will meet with Administration to discuss better use of the website and social media. They will also discuss additional ways to proactively communicate with residents about issues before the Council.

### **VILLAGE BOARDS**

The Council agreed that there is value in having long standing members of the Boards and Committees, however it can be discouraging to residents who are interested in applying or becoming involved.

Hrydziuszko, George, and Abboud will discuss potential changes to Boards and Commissions related to term limits and by-laws.

### **PLANNING COMMISSION**

Administration will work with the Village Attorney to draft ordinances related to car and wood storage. It was agreed that if there were a change to allow chickens in Beverly Hills, there would need to be clear guidelines and repercussions in the ordinance. Enforcing the ordinance would fall under not just Code Enforcement but also Public Safety and Animal Control.

Discussion was had about the need for traffic calming on the residential streets; particularly ones being used as reroutes during construction. Unfortunately, speed bumps do not deter drivers, and are not permitted on public streets. Solar powered radar signs were discussed; however, they average \$3,000 - \$5,000 per sign.

Hrydziuszko would like to see a tree census of the trees along the right of way. She believes it is important to begin establishing new trees before the mature trees begin to die. She is the new Planning Commission liaison and looks forward to bringing these discussion points to them at the joint meeting in February.

### **PARKS AND RECREATION**

Mooney reported on the continuation of the Park Ranger Program. The 2019 duties and projects include spreading woodchips on the disc golf course, repainting the dugouts, repainting fence on the hill, and assistance with the reforestation project.

Mueller reported there are no major projects outside of the buckthorn removal and reforestation project in the next two years.

Nunez encouraged the Council to consider things like holiday lighting/Village Christmas tree in public areas and ice skating in the park.

George, Nunez, and Mueller will work on developing plans for Park growth.

### **MISCELLANEOUS**

Council discussed the need to generate more Village brand awareness: re-visit welcome signage, re-visit village hall, create a mission statement for our community, and would like to see the pavilion at Beverly Park expanded to be a useable year-round space.

George and Abboud will review and develop an Emergency Preparedness Plan, potentially creating a handbook for Council, Administration and Employees outlining what protocol for emergencies.

Abboud reported there are SEMCOG and MML funds available for many different projects.

Administration continues to work on efforts to allow on-line payments for water bills and taxes.

Motion by George, second by Mueller, to adjourn the meeting at 2:35 p.m.

Motion passed.

**Lee Peddie**  
**Council President**

**Chris Wilson**  
**Village Clerk**

**Elizabeth Lyons**  
**Recording Secretary**

Present: President Peddie; President Pro-Tem Abboud; Members: George, Hrydziusko, Mooney, Mueller, and Nunez

Absent: None

Also Present: Village Manager/Clerk, Wilson  
Village Attorney, Ryan

President Peddie called the regular Council meeting to order at 7:30 p.m. in the Village of Beverly Hills municipal building at 18500 W. Thirteen Mile Road. The Pledge of Allegiance was recited by those in attendance.

#### **AMENDMENTS TO AGENDA/APPROVE AGENDA**

Motion by Mooney, second by Abboud, to amend the agenda moving updates from State Senator Jeremy Moss, new State Senator Rosemary Bayer, new House Representative Kyra Harris Boden, and new County Commissioner William Miller to Community Announcements. Also adding Item B3. Authorize the personnel committee and administration to interview and make a recommendation to Council for the hiring of the Village Clerk/Assistant Manager.

Motion passed.

Motion by Mooney, second by Abboud, to approve the agenda as amended.

Motion passed.

#### **COMMUNITY ANNOUNCEMENTS**

State Senator Jeremy Moss thanked the Village for their years of support and reported the defeat of a law that looked to terminate the authority of local tree ordinances.

New State Senator Rosemary Bayer, new House Representative Kyra Harris Boden, and new County Commissioner William Miller all expressed their gratitude for the support of the residents and their commitment to serving the residents of the Village.

Council thanked them for their service.

#### **PUBLIC COMMENTS**

None.

#### **CONSENT AGENDA**

Motion by Mooney, second by Mueller, be it resolved that the Council for the Village of Beverly Hills approve the consent agenda.

1. Review and consider approval of minutes of a regular Council meeting held January 2, 2019.
2. Review and file bills recapped as of Monday, January 7, 2019.

Roll Call Vote:  
Motion passed (7-0).

## **BUSINESS AGENDA**

### **SECOND READING AND POSSIBLE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 22, SECTION 22.08.100 ACCESSORY BUILDINGS, STRUCTURES, AND USES**

At the Council meeting held July 17, 2018 the Planning Commission subcommittee presented a report regarding the analysis of two matters: mechanical units in side yards and permit requirements of sheds/small buildings 120 square feet or larger that otherwise do not require a building permit. This was per the assignment by Council in February of 2018 to evaluate the two issues. Council subsequently made a motion instructing the Planning Commission review and make a recommendation for modifications to Section 22.08.100 Accessory Structures, Buildings and Uses, to establish regulations to permit mechanical units in side yards and to establish requirement for zoning permit for sheds/small buildings 120 square feet or larger that otherwise do not require a building permit.

As part of the process in analyzing the matter, the subcommittee of Planning Commission and Administration reviewed existing conditions in the Village and impacts of the proposed amendment to the ordinance. The Planning Commission discussed the topic at numerous meetings, minutes provided. A copy of the report that was presented to Council in July was also provided. On October 24, 2018 the Planning Commission held a public hearing and on November 28, 2018 Planning Commission made a recommendation to approve changes to Section 22.08.100 to add regulations for mechanical units in side yards and establish requirement for zoning permits for buildings 120 square feet or larger. Procedurally, the Village Council must hold a public hearing, and first and second readings prior to adoption. A public hearing was held by Council at the meeting held January 2, 2019. Upon adoption by Council, the language will take effect 20 days after publication.

A copy of the ordinance is available at the Village office.

Mueller continued to be concerned for the large quantity of homes that are current non-conforming. There are many units in the Village that are closer than 5 ft. and moving a unit can be costly to the resident. Wilson explained that valid legal non-conforming use will be permitted to continue.

Nunez reiterated the need to be forward thinking in the development of ordinance updates.

Hrydziusko agreed with regulation related to side yard units, however, believes that requiring compatibility with the principal building in terms of style, design, material and/or color(s) is an overstep.

George Ostrowski, Planning Commission Chairperson, explained that a detached building could be not just a shed, but a garage, pool house, etc. and the language used was standard. There are no current guidelines related to side yard unit placement, so the purpose of the ordinance would be to codify what is currently a spoken agreement. This amendment would also mean that all detached buildings would get zoning compliance verified.

Mueller thanked the Planning Commission for their time and hard work on the draft of this ordinance. He would like to see clear definitions for compliance to be enforced.

George believes although the intention is good, the side yard unit placement and the detached building specifications should be considered as two separate issues. He continues to be wary of creating additional cost burden for residents as well as attempting to regulate color and design of detached buildings.

Ostrowski explained that the decisions related to the need for a floor or rat wall is made by the building inspector. The primary focus of the ordinance amendment is to be proactive related to the construction of new homes or major renovations.

David Miller, Downing Place, believes that there should be different regulations regarding generators and air conditioning units. He also expressed concern that there is potential that a green screen would not provide adequate protection from noise or sight.

Sharon Tischler, Virmar Court, reported that when units are not maintained they will get louder. She also expressed concern that if you allow structures to be built without floors or rat walls it will lead to rats.

Motion by Mueller, second by Nunez, be it resolved that the Beverly Hills Village Council approve the proposed modification to Section 22.08.100 Accessory Structures, Buildings and Uses in Residential Zone Districts to regulate mechanical units in side yards and to require zoning permit for small buildings 120 square feet and larger that are otherwise not require to obtain building permits.

Roll Call Vote:

Nunez	yes
Peddie	no
Abboud	yes
George	no
Hrydziusko	no
Mooney	no
Mueller	yes
Motion fails (3-4)	

**SET PUBLIC HEARING DATE OF FEBRUARY 19, 2019 TO REVIEW AND CONFIRM 2018 SPECIAL ASSESSMENT ROLL FOR THE SOUTHFIELD ROAD BUSINESS ASSESSMENT DISTRICT**

The Village maintains the public right-of-way along the Southfield Road business district and assesses the cost of landscape maintenance and water for the sprinkling system to the property owners on the west side of Southfield Road.

Motion by Mooney, second by Mueller, that the Beverly Hills Village Council set the public hearing date for Tuesday, February 19, 2019, to review and confirm the 2018 Special Assessment Roll for the Southfield Road Business Assessment District.

Motion passed.

**AUTHORIZE THE PERSONNEL COMMITTEE AND ADMINISTRATION TO INTERVIEW AND MAKE A RECOMMENDATION TO COUNCIL FOR THE HIRING OF THE VILLAGE CLERK/ASSISTANT MANAGER**

The Personnel Committee and Administration has met and began the review process of applications for the Village Clerk/Assistant Manager position.

Motion by Mooney, second by Abboud, that the Beverly Hills Village Council authorize the personnel committee and administration to interview and make a recommendation to Council for the hiring of the Village Clerk/Assistant Manager.

Motion passed.

**PUBLIC COMMENTS**

None.

**MANAGER'S REPORT**

**Office Closed** – Village Offices will be closed on Monday, January 21<sup>st</sup> in observance of Dr. Martin Luther King, Jr. Day. Trash collection service will not be interrupted.

**Joint Parks and Recreation Committee Meeting** – There will be a joint meeting of the Council and the Parks and Recreation Committee on Thursday, January 17<sup>th</sup> at the Village Hall.

**Final Water Testing Results** – I have included for your review a copy of the 170 water tests that were completed in the Village in December. All the 170 sites tested received a reading of less than the action level of 15 parts per billion (ppb) for lead. As you can see, a significant majority of the tests were lower than 1 ppb (test results are reported in mg/L; to convert to ppb multiply by 1,000). Between the June and December testing periods the Village received and tested over 300 residential water samples.

**Best Cities in Michigan** – The website Homesnacks has compiled their annual list of the best places to live in Michigan and the Village of Beverly Hills ranked 4th for the second year in a row.

Kevin Sheard, Buckingham, submitted a letter to administration related to his concerns regarding a new home that has been constructed next to his. Administration has contacted the builder to meet and review Village requirements and expectations.

**COUNCIL COMMENTS**

George would like the Council to consider the potential for Beverly Park, and what the appropriate allotment of millage would be to achieve that vision. There are underutilized assets in the Village, and he believes people will support what brings value.

Nunez suggested that the water testing results form be updated to be more reader friendly in the future. He requested a breakdown of the various strategies for the millage renewal.

Mooney reminded residents the taxes were due by February 14, 2019 at Southfield Township.

Abboud reported the Personnel Committee has interviews scheduled for the Clerk/Assistant Manager position, and the Finance Committees has a planned meeting.

Motion by Mooney, second by Mueller, to adjourn the meeting at 9:01 p.m.

Motion passed.

**Lee Peddie**  
**Council President**

**Chris Wilson**  
**Village Clerk**

**Elizabeth M. Lyons**  
**Recording Secretary**

Present: Parks & Recreation Board: Chairperson Borgon; Vice-Chair Goodrich; Members: Hausman, Kondak, Ruprich, and Schmitt

Council: President Peddie; President Pro-Tem Abboud; Members: George, Hrydziusko, Mooney, Mueller, and Nunez

Absent: Parks & Recreation Board Member: Davis

Also Present: Village Manager Wilson

Chairperson Borgon called the meeting of the Parks and Recreation Board to order at 7:30 p.m. in the Village of Beverly Hills municipal building at 18500 W. Thirteen Mile Road.

**APPROVE MINUTES OF A REGULAR PARKS & RECREATION BOARD MEETING HELD NOVEMBER 15, 2018**

Motion by Schmitt, second by Kondak, that the minutes of the Parks & Recreation Board meeting held on November 15, 2018 be approved.

Motion passed.

**LONG TERM PLANNING FOR VILLAGE PARKS**

Mueller reviewed the long-term budgeting plan that was developed in 2018. The spreadsheet shows the year installed, approximate installation cost, annual maintenance cost, scheduled replacement and replacement cost. Replacement costs, or reserves, have been calculated based on life expectancy and prorated over the number of years until replacement. Budgeted expenses for FY 2019-20 total \$215,000; a large majority of this expense will be the buckthorn eradication. The large-scale removal of the buckthorn means that the reforestation project will be the top priority of the Board. This should include applying for grants and reaching out to the community.

Ruprich arrived at 7:35 p.m.

Longer term, Mueller would like to see a focus on Riverside Park and pocket parks located throughout the Village. The intention of the Council is to include the Parks in the 2020 millage request.

Hrydziusko offered to reach out to the MSU Forestry program and consult on appropriate plants for the wetland areas. She and Hausman will work together on grants and the reforestation project plan. She also hopes to work with the Board on ways to help residents learn more about combating buckthorn on their own properties.

Hausman encouraged the Board to look forward to 2023 when the playground equipment will need to be replaced, at that time they should also consider changing the surface material on the playground.

George believes that residents want to, and will, invest in making the community a better place. He believes that publicizing the suggested Riverside Park design would help to get people excited to see their money going back into the community.

The Board and Council discussed ways to promote the millage and the allocation of millage funds for the Parks. They agreed the need for a balance between using upcoming projects to generate support and excitement and recognizing residents concern about tax rates. The intention is to prioritize pockets parks if the millage is passed.

Other suggestions included adding a few new community events at Beverly Park, possibly having a warming cabin at the back of the park for the winter season, murals, new signs, concert events, more lighting, seasonal events and holiday decorations.

### **PUBLIC COMMENTS**

None.

### **COUNCIL COMMENTS**

Council thanked the Board for their work and dedication to the parks and the beautification of the Village.

Mooney reported the Park Ranger program will continue in 2019. In addition to their normal daily duties, their project list includes painting the fence on the hill, repainting the dugouts, painting the disc golf signs, spreading fresh wood chips on the walking paths, and cleaning up the fence line at Allerton.

### **ADMINISTRATION COMMENTS**

Wilson reported that he was contacted by the DNR and they requested some updates to the Five-Year Plan, which Administration will follow up on. Buckthorn eradication has begun in Beverly Park; they will have the areas where they are working taped off, ensuring the safety of park users.

### **BOARD COMMENTS**

All members of the Board thanked Council for their ongoing support.

Goodrich reported the hope is to have the Winter Family Fun Day popup in the upcoming weeks when the snow comes.

Hausman reported the logo for the Board continues to be a project she is collaborating on.

Kondak asked that DPW work on the gravel path come spring; it will need filling and grating, and better drainage.

Borgon suggested a small fence to create a defined space for the pocket park at Beverly and Greenfield. She suggested doing Park fundraisers like a 5K, sponsored tree decorating or scarecrows along the fences during the Halloween Hoot. She presented Wilson with \$300 raised at the Holiday Lights event.

The meeting was adjourned at 8:50 p.m.

**Molly Borgon  
Parks & Recreation Board  
Chairperson**

**Lee Peddie  
Council President**

**Chris Wilson  
Village Manager**

**Elizabeth Lyons  
Recording Secretary**

TO PRESIDENT PEDDIE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF  
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 1/07/2019 THROUGH 1/22/2019.

ACCOUNT TOTALS:

101	GENERAL FUND	\$96,924.53
202	MAJOR ROAD FUND	\$3,272.75
203	LOCAL STREET FUND	\$12,038.28
205	PUBLIC SAFETY DEPARTMENT FUND	\$181,941.82
592	WATER & SEWER FUND	\$260,065.80
701	TRUST & AGENCY FUND	\$305,513.60
	TOTAL	<u>\$859,756.78</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$859,756.78</u>
	GRAND TOTAL	<u>\$859,756.78</u>

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
01/22/2019	COM	79655	59381	ALEXANDER BUILDING COMPAALEXANDER BUILDING COMP		2,750.00
01/22/2019	COM	79656	51160	ALLIANCE MOBILE HEALTH	ALLIANCE MOBILE HEALTH	435.00
01/22/2019	COM	79657	53284	APPLIED IMAGING	APPLIED IMAGING	131.59
01/22/2019	COM	79658	59617	ARMADILLO PRINTWEAR	ARMADILLO PRINTWEAR	1,788.45
01/22/2019	COM	79659	51802	ARROW OFFICE SUPPLY CO.	ARROW OFFICE SUPPLY CO.	132.77
01/22/2019	COM	79660	30474	B-DRY SYSTEMS	B-DRY SYSTEMS	300.00
01/22/2019	COM	79661	33004	BATTERIES PLUS	BATTERIES PLUS	98.95
01/22/2019	COM	79662	32748	BEIER HOWLETT,P.C.	BEIER HOWLETT,P.C.	971.04
01/22/2019	COM	79663	51409	BEVERLY HILLS ACE	BEVERLY HILLS ACE	12.56
01/22/2019	COM	79664	02400	BEVERLY HILLS WATER DPT	BEVERLY HILLS WATER DPT	152.88
01/22/2019	COM	79665	34063	BIRMINGHAM AREA CABLE BC	BIRMINGHAM AREA CABLE BC	300,000.00
01/22/2019	COM	79666	50397	BLOOMFIELD CONSTRUCTION	BLOOMFIELD CONSTRUCTION	900.00
01/22/2019	COM	79667	30861	BLUE CARE NETWORK	BLUE CARE NETWORK	34,189.38
01/22/2019	COM	79668	01000	BP	BP	38.29
01/22/2019	COM	79669	59973	BRIAN MINGUS	BRIAN MINGUS	200.00
01/22/2019	COM	79670	58597	CATHY WHITE	CATHY WHITE	112.38
01/22/2019	COM	79671	59556	CERTIFIED HOME IMPROVEME	CERTIFIED HOME IMPROVEME	300.00
01/22/2019	COM	79672	59347	CINTAS CORPORATION #31	CINTAS CORPORATION #31	93.03
01/22/2019	COM	79673	50392	CITY OF BIRMINGHAM	CITY OF BIRMINGHAM	83,577.50
01/22/2019	COM	79674	59323	CLEANNET	CLEANNET	858.00
01/22/2019	COM	79675	31925	COALITION OF PUBLIC SAFE	COALITION OF PUBLIC SAFE	19,030.73
01/22/2019	COM	79676	51439	COMCAST	COMCAST	82.90
01/22/2019	COM	79677	04500	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	22,700.23
01/22/2019	COM	79678	53334	DEARBORN LITHOGRAPH, INC	DEARBORN LITHOGRAPH, INC	4,522.32
01/22/2019	COM	79679	59972	DEREK WEISS	DEREK WEISS	500.00
01/22/2019	COM	79680	50307	DIAMOND CREEK HOMES, INC	DIAMOND CREEK HOMES, INC	200.00
01/22/2019	COM	79681	50919	DTE ENERGY	DTE ENERGY	869.39
01/22/2019	COM	79682	51385	DTE ENERGY	DTE ENERGY	1,961.69
01/22/2019	COM	79683	51385	DTE ENERGY	DTE ENERGY	2,389.22
01/22/2019	COM	79684	51385	DTE ENERGY	DTE ENERGY	429.82
01/22/2019	COM	79685	31830	ENTERPRISE COMPUTER	ENTERPRISE COMPUTER	889.00
01/22/2019	COM	79686	31228	EXXONMOBIL	EXXONMOBIL	1,947.51
01/22/2019	COM	79687	51568	FOUNDATION SYSTEMS OF MI	FOUNDATION SYSTEMS OF MI	1,195.50
01/22/2019	COM	79688	59976	GLOBAL INTERIORS CO.	GLOBAL INTERIORS CO.	200.00
01/22/2019	COM	79689	53583	GUARDIAN	GUARDIAN	6,485.08
01/22/2019	COM	79690	59716	HOME DEPOT USA INC	HOME DEPOT USA INC	738.00
01/22/2019	COM	79691	59010	HUNT SIGN COMPANY	HUNT SIGN COMPANY	314.00
01/22/2019	COM	79692	59969	IDC SERVICES	IDC SERVICES	500.00
01/22/2019	COM	79693	39070	J.H. HART URBAN FORESTRY	J.H. HART URBAN FORESTRY	2,767.25
01/22/2019	COM	79694	33083	JAX KAR WASH	JAX KAR WASH	539.28
01/22/2019	COM	79695	59324	JCR SUPPLY, INC.	JCR SUPPLY, INC.	179.83
01/22/2019	COM	79696	59311	LAKE POINTE CONSTRUCTION	LAKE POINTE CONSTRUCTION	700.00
01/22/2019	COM	79697	51792	LEXISNEXIS RISK SOLUTION	LEXISNEXIS RISK SOLUTION	30.00
01/22/2019	COM	79698	51350	LOU'S TRANSPORT INC.	LOU'S TRANSPORT INC.	461.60
01/22/2019	COM	79699	53258	MAINSTREET RESTORATIONS	MAINSTREET RESTORATIONS	500.00
01/22/2019	COM	79700	59116	MARGARET A.S. BEKE	MARGARET A.S. BEKE	108.33
01/22/2019	COM	79701	59977	MICHAEL PADILLA	MICHAEL PADILLA	900.00
01/22/2019	COM	79702	59974	MICHAEL RICHARDS	MICHAEL RICHARDS	300.00
01/22/2019	COM	79703	51620	MICHIGAN MUNICIPAL RISK	MICHIGAN MUNICIPAL RISK	43,708.25
01/22/2019	COM	79704	51408	MICRO CENTER A/R	MICRO CENTER A/R	41.88
01/22/2019	COM	79705	59330	MIKE SAVOIE CHEVROLET	MIKE SAVOIE CHEVROLET	218.55
01/22/2019	COM	79706	51461	MUNICIPAL WEB SERVICES	MUNICIPAL WEB SERVICES	4,149.00
01/22/2019	COM	79707	51182	NELSON BROTHERS SEWER &	NELSON BROTHERS SEWER &	383.00
01/22/2019	COM	79708	51799	NYE UNIFORM EAST	NYE UNIFORM EAST	451.60
01/22/2019	COM	79709	51540	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	94.90
01/22/2019	COM	79710	51751	O.C.W.R.C.	O.C.W.R.C.	31,289.00
01/22/2019	COM	79711	59735	OAKLAND COMMUNITY COLLEGE	OAKLAND COMMUNITY COLLEGE	900.00
01/22/2019	COM	79712	13600	OAKLAND COUNTY TREASURER	OAKLAND COUNTY TREASURER	141.60
01/22/2019	COM	79713	50830	OAKLAND COUNTY TREASURER	OAKLAND COUNTY TREASURER	184,095.81
01/22/2019	COM	79714	59376	PRM CUSTOM BUILDERS	PRM CUSTOM BUILDERS	1,250.00
01/22/2019	COM	79715	59122	RAPID RESPONSE	RAPID RESPONSE	129.98
01/22/2019	COM	79716	59146	RAPID RESPONSE	RAPID RESPONSE	12.99
01/22/2019	COM	79717	59422	RENEWAL BY ANDERSON	RENEWAL BY ANDERSON	690.50
01/22/2019	COM	79718	32235	RICHARD REPRODUCTIONS	RICHARD REPRODUCTIONS	169.40
01/22/2019	COM	79719	49784	ROMA CEMENT	ROMA CEMENT	200.00
01/22/2019	COM	79720	30894	ROYAL OAK HEATING & COOL	ROYAL OAK HEATING & COOL	64.00
01/22/2019	COM	79721	16500	S.O.C.R.R.A.	S.O.C.R.R.A.	32,802.00
01/22/2019	COM	79722	16600	S.O.C.W.A.	S.O.C.W.A.	46,041.91
01/22/2019	COM	79723	59282	SAFEBUILT INC.	SAFEBUILT INC.	9,113.88
01/22/2019	COM	79724	58785	SOUTHEASTERN MICHIGAN ASS	SOUTHEASTERN MICHIGAN AS	80.00
01/22/2019	COM	79725	51356	SOUTHFIELD MUFFLER & BR	SOUTHFIELD MUFFLER & BR	82.95
01/22/2019	COM	79726	59970	SSUMMIT PROPERTY MANAGEM	SSUMMIT PROPERTY MANAGEM	300.00
01/22/2019	COM	79727	17700	SUNSET MAINTENANCE SERVI	SUNSET MAINTENANCE SERVI	1,000.00
01/22/2019	COM	79728	59966	THE ADAMS GROUP	THE ADAMS GROUP	1,250.00
01/22/2019	COM	79729	59968	THE CAWLEY COMPANY	THE CAWLEY COMPANY	55.90
01/22/2019	COM	79730	59967	TRADEMARK CONSTRUCTION	TRADEMARK CONSTRUCTION	600.00
01/22/2019	COM	79731	59601	UNITED BUILDING SERVICE	UNITED BUILDING SERVICE	400.00
01/22/2019	COM	79732	50767	VERIZON WIRELESS	VERIZON WIRELESS	672.92

01/18/2019 09:32 AM  
User: KARRIE  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS

Page: 2/2

CHECK DATE FROM 01/22/2019 - 01/22/2019

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
01/22/2019	COM	79733	59971	WAYNE GROLEAU	WAYNE GROLEAU	300.00
01/22/2019	COM	79734	59388	WEATHERGARD WINDOWS	WEATHERGARD WINDOWS	300.00
01/22/2019	COM	79735	59725	WINDOW PRO LLC	WINDOW PRO LLC	200.00
01/22/2019	COM	79736	59368	XO COMMUNICATIONS	XO COMMUNICATIONS	33.26
01/22/2019	COM	79737	20900	ZIP ETC INC	ZIP ETC INC	50.00

COM TOTALS:

Total of 83 Checks:	859,756.78
Less 0 Void Checks:	0.00
Total of 83 Disbursements:	859,756.78

TO PRESIDENT PEDDIE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF  
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 1/22/2019 THROUGH 2/04/2019.

ACCOUNT TOTALS:

101	GENERAL FUND	\$48,057.63
202	MAJOR ROAD FUND	\$25,986.17
203	LOCAL STREET FUND	\$20,700.51
205	PUBLIC SAFETY DEPARTMENT FUND	\$36,233.85
592	WATER & SEWER FUND	\$122,438.00
701	TRUST & AGENCY FUND	\$3,233.26
	TOTAL	<u>\$110.30</u>
	MANUAL CHECKS- COMERICA	\$1,000.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$256,759.72</u>
	GRAND TOTAL	<u>\$257,759.72</u>

01/31/2019 09:07 AM  
 User: KARRIE  
 DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
 CHECK DATE FROM 02/04/2019 - 02/04/2019

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
02/04/2019	COM	79739	51372	41 A DISTRICT COURT	41 A DISTRICT COURT	240.00
02/04/2019	COM	79740	59979	50TH DISTRICT COURT	50TH DISTRICT COURT	350.00
02/04/2019	COM	79741	59378	AMERICAN STANDARD ROOFIN	AMERICAN STANDARD ROOFIN	300.00
02/04/2019	COM	79742	01100	APOLLO FIRE EQUIPMENT	APOLLO FIRE EQUIPMENT	135.28
02/04/2019	COM	79743	53284	APPLIED IMAGING	APPLIED IMAGING	23.90
02/04/2019	COM	79744	51802	ARROW OFFICE SUPPLY CO.	ARROW OFFICE SUPPLY CO.	63.37
02/04/2019	COM	79745	59980	AVANTE ENTERPRISES, LLC	AVANTE ENTERPRISES, LLC	70.00
02/04/2019	COM	79746	30474	B-DRY SYSTEMS	B-DRY SYSTEMS	300.00
02/04/2019	COM	79747	02100	BALDWIN PUBLIC LIBRARY	BALDWIN PUBLIC LIBRARY	122,438.00
02/04/2019	COM	79748	33004	BATTERIES PLUS	BATTERIES PLUS	104.90
02/04/2019	COM	79749	51409	BEVERLY HILLS ACE	BEVERLY HILLS ACE	56.95
02/04/2019	COM	79750	52071	BLUE CROSS BLUE SHIELD	BLUE CROSS BLUE SHIELD	35,200.09
02/04/2019	COM	79751	49980	C&G PUBLISHING	C&G PUBLISHING	52.00
02/04/2019	COM	79752	59347	CINTAS CORPORATION #31	CINTAS CORPORATION #31	31.01
02/04/2019	COM	79753	51439	COMCAST	COMCAST	41.45
02/04/2019	COM	79754	04500	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	40,296.67
02/04/2019	COM	79755	50826	CONSUMERS ENERGY	CONSUMERS ENERGY	2,292.57
02/04/2019	COM	79756	52025	DETROIT SALT COMPANY	DETROIT SALT COMPANY	2,338.55
02/04/2019	COM	79757	51568	FOUNDATION SYSTEMS OF MI	FOUNDATION SYSTEMS OF MI	600.00
02/04/2019	COM	79758	53489	GREAT AMERICA FINANCIAL	GREAT AMERICA FINANCIAL	600.00
02/04/2019	COM	79759	59899	GREAT LAKES CONTRACTING	GREAT LAKES CONTRACTING	6,855.59
02/04/2019	COM	79760	08500	HUBBELL ROTH & CLARK INC	HUBBELL ROTH & CLARK INC	5,667.47
02/04/2019	COM	79761	59010	HUNT SIGN COMPANY	HUNT SIGN COMPANY	280.00
02/04/2019	COM	79762	49609	INTERNATIONAL CODE COUNC	INTERNATIONAL CODE COUNC	135.00
02/04/2019	COM	79763	59839	J.C. EHRlich	J.C. EHRlich	45.00
02/04/2019	COM	79764	59324	JCR SUPPLY, INC.	JCR SUPPLY, INC.	272.69
02/04/2019	COM	79765	59981	JVK CONSTRUCTION	JVK CONSTRUCTION	600.00
02/04/2019	COM	79766	59480	KASTLER CONSTRUCTION	KASTLER CONSTRUCTION	400.00
02/04/2019	COM	79767	58849	L-3 COM MOBIL VISION, IN	L-3 COM MOBIL VISION, IN	280.00
02/04/2019	COM	79768	51350	LOU'S TRANSPORT INC.	LOU'S TRANSPORT INC.	464.55
02/04/2019	COM	79769	52030	MICHIGAN GRAPHICS & AWAF	MICHIGAN GRAPHICS & AWAF	33.00
02/04/2019	COM	79770	59467	MICHIGAN OVERHEAD DOOR &	MICHIGAN OVERHEAD DOOR &	300.00
02/04/2019	COM	79771	59045	MICRO CENTER	MICRO CENTER	34.97
02/04/2019	COM	79772	51799	NYE UNIFORM EAST	NYE UNIFORM EAST	488.60
02/04/2019	COM	79773	51540	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	100.16
02/04/2019	COM	79774	50830	OAKLAND COUNTY TREASUREF	OAKLAND COUNTY TREASUREF	1,664.46
02/04/2019	COM	79775	49769	OFFICE EXPRESS	OFFICE EXPRESS	194.26
02/04/2019	COM	79776	53279	PACIFIC TELEMAGEMENT	PACIFIC TELEMAGEMENT	78.00
02/04/2019	COM	79777	15800	RATHCO SAFETY SUPPLY	RATHCO SAFETY SUPPLY	232.28
02/04/2019	COM	79778	32235	RICHARD REPRODUCTIONS	RICHARD REPRODUCTIONS	59.95
02/04/2019	COM	79779	16100	ROAD COMMISSION FOR OAKI	ROAD COMMISSION FOR OAKI	539.44
02/04/2019	COM	79780	30894	ROYAL OAK HEATING & COOI	ROYAL OAK HEATING & COOI	624.64
02/04/2019	COM	79781	16500	S.O.C.R.R.A.	S.O.C.R.R.A.	28,575.00
02/04/2019	COM	79782	59475	SHEILA MCCARTHY	SHEILA MCCARTHY	300.00
02/04/2019	COM	79783	51356	SOUTHFIELD MUFFLER & BRAS	SOUTHFIELD MUFFLER & BRAS	846.28
02/04/2019	COM	79784	59754	TANNER LAWSON	TANNER LAWSON	62.96
02/04/2019	COM	79785	59982	THOMAS BERTA	THOMAS BERTA	300.00
02/04/2019	COM	79786	38205	VERIZON WIRELESS MESSAGI	VERIZON WIRELESS MESSAGI	110.30
02/04/2019	COM	79787	38205	VERIZON WIRELESS MESSAGI	VERIZON WIRELESS MESSAGI	424.47
02/04/2019	COM	79788	53572	WOW! BUSINESS	WOW! BUSINESS	563.47
02/04/2019	COM	79789	53572	WOW! BUSINESS	WOW! BUSINESS	637.44
02/04/2019	COM	79790	20900	ZIP ETC INC	ZIP ETC INC	55.00

COM TOTALS:

Total of 52 Checks:	256,759.72
Less 0 Void Checks:	0.00
Total of 52 Disbursements:	256,759.72

01/31/2019 09:08 AM  
User: KARRIE  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS

Page: 1/1

CHECK DATE FROM 01/22/2019 - 01/22/2019

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA						
01/22/2019	COM	79738	59978	WILLIAM GUY		1,000.00
COM TOTALS:						
Total of 1 Checks:						1,000.00
Less 0 Void Checks:						0.00
Total of 1 Disbursements:						1,000.00

# MEMO

To: Members of Village Council  
Chris Wilson, Village Manager

From: Honorable President Peddie

Re: Manager Employment Agreement Amendment for Chris Wilson

Date: January 29, 2019

## **Background**

Municipal Consulting Services provided information to the Village showing compensation packages for City and Village Managers from the following Communities: Berkley, Birmingham, Clawson, Farmington, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Woods, Huntington Woods, Plymouth, Rochester, Saline, and the Village of Milford. The average compensation for these communities is \$116,017. In addition to comparable salaries, the Personnel Committee also reviewed other areas such as paid time off, deferred compensation, retirement benefits and plans and retiree health care. Chris Wilson does not participate in Medical Coverage from the Village and is therefore not eligible for retiree healthcare.

## **Recommendation**

The Village of Beverly Hills Personnel Committee has reviewed the compensation study provided by Municipal Consulting Services and recommends the approval of an amendment to Chris Wilson's existing contract. This amendment changes the rate of pay to reflect \$112,000 yearly compensation, adding a monthly \$400 car allowance and extending the term of the contract to 2023.

## **Suggested Resolution**

Be it resolved that the Beverly Hills Village Council approves the Manager Employment Agreement Amendment for Chris Wilson. This agreement is retroactive to August 5, 2018 and will terminate on August 5, 2023. The Village of Beverly Hills shall pay Chris Wilson \$112,000 annually and provide a monthly car allowance of \$400.00. After August 5, 2018 Chris Wilson will receive increases in compensation commensurate with those proved to other non-union personnel of the Village.

## **BEVERLY HILLS VILLAGE MANAGER**

### **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made as of this 5th day of November, 2012, between the VILLAGE OF BEVERLY HILLS, Oakland County, Michigan, by and through its Village Council (hereinafter referred to as the "Employer") and CHRIS D. WILSON (hereinafter referred to as "Employee").

The parties recite and declare that:

The Employer is desirous of continuing to engage the services of Employee under the direction of the Village Council for the period of time set forth in Section V of this Agreement. The Employee is desirous of providing services to the Village of Beverly Hills.

The parties hereto agree as follows:

### **SECTION I**

#### **MUTUAL ASSENT TO EMPLOYMENT**

The Employer hereby employs, engages and hires the Employee to act as Village Manager for the Village of Beverly Hills, and the Employee hereby accepts and agrees to such employment, engagement and hiring.

### **SECTION II**

#### **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

### **SECTION III**

#### **DUTIES OF EMPLOYEE**

The duties of the Employee will be those designated and assigned by the Employer. In general, these duties will consist of all lawful duties of Village Manager, together with all other lawful assignments and directives given to Employee by Employer. The Village Manager shall report to the Village Council of the Village of Beverly Hills.

### **SECTION IV**

#### **PLACE OF EMPLOYMENT**

The duties required of the Employee hereunder shall be rendered at 18500 West Thirteen Mile Road, Beverly Hills, Michigan, and such other place or places as the Employer shall, in good faith, require or as the interests and needs of the Employer shall require.

## **SECTION V**

### **TERM OF EMPLOYMENT**

The Employee shall be employed as Village Manager for the period of time from August 1, 2013, and shall terminate on August 5, 2018 (Base Term). Thereafter, this Agreement shall be extended, unless and until terminated pursuant to the provisions of Section X below ("Employment/Termination"). Any extension of this contract must be in writing and must be signed by the parties, and nothing herein shall obligate either party to extend this Agreement beyond the Base Term.

## **SECTION VI**

### **COMPENSATION**

The Employer shall pay the Employee, and the Employee shall accept from the Employer, in full payment for the Employee's services hereunder, compensation of ninety seven thousand dollars (\$97,000.00) annually effective August 1, 2013 paid in semi weekly installments. After August 1, 2013 and during the duration of this contract Employee will receive increases in compensation commensurate with those provided to other non-union personnel of the Village. The Employee will continue to be compensated at a rate of ninety thousand dollars (\$90,000) from the execution of this contract until August 1, 2013.

## **SECTION VII**

### **OTHER EMPLOYMENT**

The Employee shall devote all of his time, attention, knowledge, and skill solely to the interest of the Employer, and the Employer shall be entitled to all of the benefits arising from or incident to all work, services, and advice of the Employee. The Employee will not engage in any activities while at Village Offices, or during normal office hours, which are unrelated to his employment with the Village.

## **SECTION VIII**

### **FACILITIES, SUPPLIES AND ASSISTANCE**

The Employer shall furnish the Employee, with a suitable office, a cellular telephone, together with such supplies, equipment and material as may be required in the performance of the Employee's duties. Employee will not be provided with a vehicle nor will any car allowances be paid.

The Village recognizes that certain job affiliated expenses will be incurred in the conduct of Village business for meals, dues, mileage, etc. The Village agrees to budget and pay or reimburse the Village Manager for such expenses upon submission of receipts or statements. It is agreed that the Village will pay the necessary dues for the Employee to belong to the MLGMA and ICMA. It is agreed that the Village will pay for travel, meals, and conferences to ICMA

Annual Conference, MLGMA annual conference, MML annual conference and Oakland County Manager Meetings and Region IV Meetings.

## **SECTION IX**

### **BENEFITS**

The parties recite and declare that for the time period covered in this Employment Agreement, the Employee shall receive the following benefits:

- A. Life Insurance: \$100,000.00.
- B. Medical Insurance: Employee opts out of Village Medical Insurance.
- C. Dental Insurance: Employee opts out of Village Dental Insurance.
- D. Long-Term Disability: 60% of salary.
- E. Retirement: The Village shall contribute to MERS the required statutory percentage.
- F. Retiree Health Care: Employee is not eligible for Retiree Health Care upon separation or retirement from the Village and will not participate in the Retiree Health Care Fund.
- G. Deferred Compensation: In lieu of Retiree Health Care coverage for the Employee and his spouse, the Village shall contribute five percent (5%) of employee's base pay into a deferred compensation plan administered by the ICMA on the employee's behalf. This percentage will increase by one percent (1%) annually on August 1 to a maximum of ten percent (10%). Section IX (G) may be reviewed on an annual basis by the Village Council as part of the annual Village budget process.

Employee shall be entitled to four (4) weeks vacation and four (4) personal days including birthday per year. Employee shall receive time off with pay for all legal holidays observed by the Village. Employee shall receive three days paid for immediate family funeral and emergency leave. Employee shall receive sick leave of thirteen (13) days per calendar year, with an accrual of a maximum of 100 days. Sick time may be redeemed at any time during or subsequent to the term of this Employment Agreement through a cash payment equal to: [number of accrued sick leave days being redeemed] x 50% x [the then applicable daily base compensation rate]. Employee is entitled to any and all of the benefits currently and in the future, extended to any other employee, as determined by the Village Policy and Procedures Manual as long as same are not contradictory to this Agreement. It is understood by the parties that the above benefits run for the term of this contract and shall not be decreased by the Employer at this current level of benefits during the term of this contract.

The Village shall reimburse employee for the cost of tuition up to a maximum of Three Thousand Dollars (\$3,000.00) per year, provided the employee remains employed by the VILLAGE for a minimum of three (3) years from the date of such tuition reimbursement, only for job-related college courses provided (a) the employee received a final grade of "C" or better in the course and (b) the employee produced satisfactory written proof of having paid the tuition.

## **SECTION X**

### **EMPLOYMENT/TERMINATION**

#### **A. Employment:**

The Employee acknowledges that he serves at the pleasure of the Employer, and therefore can be terminated: (i) with cause, upon thirty (30) days written notice, or (ii) without cause with six (6) months severance pay and accrued benefits.

The Employee also understands that no official of the Village, except for the President signing as authorized by the Village Council, has the authority to enter into any Agreement contrary to the terms of this provision.

#### **B. Termination by the Employee:**

This Agreement may be terminated at any time by the Employee, upon sixty (60) days notice effective upon the execution of this Agreement. Said notice shall be in writing and given to the Village President and the Village Council.

## **SECTION XI**

### **MODIFICATION**

No modification or waiver of this Agreement or any covenant, condition, or provision herein shall be valid unless in writing and duly executed by the parties to this Agreement.

## **SECTION XII**

### **SEVERABILITY**

All agreements and covenants herein are severable and in the event of any of them, with the exception of those contained in Section I, II, III, IV and V hereof, shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

## **SECTION XIII**

### **COMPLETE AGREEMENT AND WRITTEN CONTRACT**

This written Agreement embodies the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Employer or the Employee other than those contained herein. This Agreement supersedes all

prior Agreements, whether oral or written, and specifically supersedes all written contracts or agreements previously executed by the parties hereto.

**SECTION XIV**

**INDEMNIFICATION**

The Village shall defend, save harmless and indemnify the Employee against any tort or professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties. The Village may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Village of Beverly Hills this 5<sup>th</sup> day of November, 2012.

WITNESSES

  
\_\_\_\_\_

VILLAGE OF BEVERLY HILLS

BY: 


Rosanne Crowley Koss, Village President  
On Behalf of Employer

  
\_\_\_\_\_

BY: 

Chris D. Wilson  
Employee

Approved as to Form:

  
\_\_\_\_\_  
Thomas J. Ryan, Esq.  
Village of Beverly Hills Attorney

**FIRST AMENDMENT TO**  
**BEVERLY HILLS VILLAGE MANAGER**  
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, between the VILLAGE OF BEVERLY HILLS, Oakland County, Michigan, by and through its Village Council (hereinafter referred to as the “Employer”) and CHRIS D. WILSON (hereinafter referred to as “Employee”) and is retroactive to August 5, 2018.

The parties recite and declare that:

The Employer is desirous of continuing to engage the services of Employee under the direction of the Village Council for the period of time set forth in Section V of this First Amendment to Employment Agreement. The Employee is desirous of providing services to the Village of Beverly Hills.

The parties hereto agree as follows:

**SECTION V**

**TERM OF EMPLOYMENT**

The Employee shall continue to be employed as Village Manager for the period of time from August 5, 2018 and shall terminate on August 5, 2023 (Base Term). Thereafter, this Agreement shall be extended, unless and until terminated pursuant to the provisions of Section X – Employment/Termination of Employee’s Employment Agreement dated November 5, 2012.

**SECTION VI**

**COMPENSATION**

The Employer shall pay the Employee, and the Employee shall accept from the Employer, in full payment for the Employee’s services hereunder, compensation of One Hundred Twelve Thousand (\$112,000.00) Dollars annually retroactive to August 5, 2018, paid in semi-weekly installments. After August 5, 2018 and during the duration of this contract Employee will receive increases in compensation commensurate with those provided to other non-union personnel of the Village.

**SECTION IX**

**BENEFITS**

Employee shall receive a monthly car allowance of Four Hundred (\$400.00) dollars per month.

The parties agree that all other provisions of Employee's Employment Contract dated November 12, 2012, not in conflict with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Village of Beverly Hills this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES

VILLAGE OF BEVERLY HILLS

\_\_\_\_\_  
BY: \_\_\_\_\_  
Lee Peddie, Village President  
On Behalf of Employer

\_\_\_\_\_  
BY: \_\_\_\_\_  
Chris D. Wilson  
Employee

Approved as to Form:

\_\_\_\_\_  
Thomas J. Ryan  
Village of Beverly Hills Municipal Attorney

# MEMO

To: Honorable President Peddie; Village Council  
Chris D. Wilson, Village Manager

From: Erin LaPere, Planning & Zoning Administrator

Date: January 30, 2019

Re: Special Land Use and Site Plan Approval for Detroit Country Day School

The Village has received revised plans, dated December 13, 2018, from Detroit Country Day School (DCDS) for approval to keep a playground and basketball court on the Middle School grounds, and add a guard house in the Middle School parking lot. Village Ordinance, Section 22.14.030 requires special land use approval for accessory structures at a private school in a Single Family Residential Zone District. Additionally, Section 22.08.300, j requires any modifications to the site after approval that are not in accordance with the approved site plan to obtain special land use approval.

The Planning Commission held a public hearing on October 24, 2018 for plans submitted by DCDS to retain the playground and basketball court previously installed on the Middle School grounds. A recommendation on the request was postponed due to the incomplete submittal. In the interim, the school has revised their request and is also seeking approval to add an additional accessory structure, guard house, in the Middle School parking lot area concurrent with the request to retain the recreational structures already installed.

Due to the addition of a new structure, the Village held a public hearing on the revised submittal before the Planning Commission at the meeting held January 23, 2019. Upon receiving public comments and reviewing the submittal, the Planning Commission made a recommendation that the Village Council deny the site plan and the special land use requests. Procedurally, a public hearing on the special land use request must be held by the Council prior to issuing a decision on the requests for special land use and site plan approval. The Council meeting to be held March 5, 2019 is the first date a public hearing can be held within notification deadlines.

## **Suggested Motion**

Village Council directs administration to notice a Public Hearing on March 5, 2019 to receive comments on request from Detroit Country Day School, 22305 W 13 Mile Road, for special land use approval to retain a playground and sports court and add a guard house at the Middle School grounds.

eel

# Memorandum

---

**To:** Honorable President Peddie; Village Council

**From:** Chris D. Wilson, Village Manager

**CC:**

**Date:** 2/1/2019

**Re:** Comcast Notice of Name Change

---

The Village has received the attached Notice of Name Change and Franchise Agreement Amendment from Comcast. The only modification is very minor. The previous name of the entity holding this contract was Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC. The name change will simply remove "Colorado" from the official name.

Mr. Ryan has reviewed these documents and recommended they be put before the Council for approval. The Executive Director of the Cable Board has also been notified of our intent to approve this name change request.

**Suggested Motion** – *move that the Beverly Hills Village Council approve and authorize the Village Manager to execute Attachment 2 to the Uniform Video Service Local Franchise Agreement amending the Legal Name to Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC.*



January 17, 2019

Ms. Ellen Marshall, Clerk  
Village of Beverly Hills  
18500 W. 13 Mile Road  
Beverly Hills, MI 48025

Re: Notice of Name Change—Comcast of Colorado/Florida/Michigan/New Mexico/  
Pennsylvania/Washington, LLC

Dear Ms. Marshall:

Consistent with our desire to keep you fully informed regarding activities that relate to the cable service provided in your community, I am writing to let you know that the name of the entity that holds your cable franchise has changed from Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, to Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, effective January 2, 2019.

This is only a change in the name of the entity holding your franchise. The ownership and control of your franchise holder is not affected. The change will have no effect on the company's franchise obligations, or on the company's liability for those obligations. Finally, the change will not affect the management or day-to-day operations of the cable system.

Enclosed is an Attachment 2 pursuant to 2006 Public Act 480.

If you have any questions, please call me at **734-254-1557**.

Sincerely,

Kyle V. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosure

## ATTACHMENT 2

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant to 2006 Public Act 480) (Form must be typed)

**Affected Franchise Agreement(s):** Village of Beverly Hills and Comcast of Colorado/Florida/Michigan/New Mexico/ Pennsylvania/Washington, LLC

Date: January 10, 2019

Type of Change (Check one): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name: Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Drive		Phone: 248-233-4700
Address 2:		Zip: 48170
City: Plymouth	State: MI	
Federal I.D. No. (FEIN): 31-1063218		

**For Amended Agreement(s):**

Agreement that is being Amended: Village of Beverly Hills and Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/ Washington, LLC

**Types of Amendments:**

A. Change in Legal Name or assume business name, etc: (Approval from Secretary of State must be attached.)

- Existing Name: Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC
- New Name: Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

~~B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:~~

~~1. New Principal/business office address:~~

~~Address 1:~~

~~Address 2:~~

~~City, State, Zip:~~

~~Email:~~

~~Phone:~~

~~Fax:~~

~~2. New Name and Title of person authorized to receive notice:~~

~~Name:~~

~~Title:~~

~~Address 1:~~

~~Address 2:~~

~~City, State, Zip:~~

~~Email:~~

~~Phone:~~

~~Fax:~~

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

**For Termination:**

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

**For Transfer of Agreement(s):**

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal I.D. No. (FEIN):

ATTACHMENT 2

Name of New Franchise Holder or controlling parent company as applicable:	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	
Email:	

Company executive officers:

Name(s):
Title(s):
Person(s) authorized to represent the company before the Franchising Entity and the Commission:

**Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

--

**[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]**

**[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]**

ATTACHMENT2

~~[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]~~

~~Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):~~

Effective date of Transfer:


~~(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)~~

Agreement associated with the Transfer:

### For All Applications:

**Verification  
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 1-15-2019

**(Franchising Entity)**

**Village of Beverly Hills, a Michigan municipal corporation**

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email
Date

SE-4  
3:19

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

JAN 14 2019

AC1

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

**FILED**

JAN 15 2019

ADMINISTRATOR  
CORPORATIONS DIVISION

EFFECTIVE DATE:

Name

Address

City

State

ZIP Code

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**CERTIFICATE AMENDING APPLICATION FOR CERTIFICATE OF  
AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN  
For use by Foreign Limited Liability Companies  
(Please read information and instructions on the last page)**

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate:

- The present name of the limited liability company is:  
Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC
- If the name in Item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:  
\_\_\_\_\_
- The identification number assigned by the Bureau is: 801879089
- It is organized under the laws of Colorado
- The limited liability company was authorized to transact business in Michigan on the 7th day of April, 2014
- The duration of the limited liability if other than perpetual is: \_\_\_\_\_

- If the name of the limited liability company has changed, its new name is:

Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

The effective date of the name change was the 2nd day of January, 2019 and the name change was made in compliance with the laws of the jurisdiction of its organization.

- Complete this item only if the new name in Item 7 is not available for use in Michigan. The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:  
\_\_\_\_\_

- If the assumed name in Item 2 has changed, the new name is:  
\_\_\_\_\_

\$125.00 W/P 1675098

190112

- |                                |              |         |            |
|--------------------------------|--------------|---------|------------|
| 1701 John F. Kennedy Boulevard | Philadelphia | PA      | 19103      |
| (Street Address)               | (City)       | (State) | (ZIP Code) |

- 40600 Ann Arbor Road East, Suite 201 Plymouth, Michigan 48170-4675  
(Street Address) (City) (ZIP Code)

- \_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or PO Box) (City) (ZIP Code)

- The Corporation Company

- Rosemarie Pierce - Cable Legal  
(Name)

1701 John F. Kennedy Boulevard	Philadelphia	Pennsylvania	19103-2838
(Street Address)	(City)	(State)	(ZIP Code)

- The limited liability company is authorized to transact such business or conduct such affairs in the jurisdiction of its organization.

Signed this 3<sup>rd</sup> day of January, 2019

By 72H8 (Signature)

Derek H. Squire  
(Type or Print Name)

**Vice President**  
(Type or Print Title)



## Beverly Hills Department of Public Safety

# Memo

To: Village Manager Chris Wilson  
From: Director Richard Torongeau  
Date: January 22, 2019  
Re: Village of Franklin Automatic Aid Agreement

---

### **Background**

Over the last two years the Public Safety Department has made changes to our fire operations to improve the delivery of services and our Insurance Service Office (ISO) rating. In 2017 Village Council approved Automatic Fire Aid Agreements with the City of Huntington Woods and the City of Berkley. This agreement helped improve our ISO rating from a five to a three.

Administration meets with neighboring departments monthly to ensure services and resources are deployed in an efficient manner. We review policies and conduct training together. Upon reviewing the resources of the Franklin-Bingham Farms Fire Department we found our Mutual Aid Box Alarm Card needed to be adjusted. The Franklin-Bingham Farms Fire Department agreed to provide resources outlined on our Mutual Aid Box Alarm Card. This department provides fire protection for the Village of Franklin and the Village of Bingham Farms.

The Franklin-Bingham Farms Fire Chief has requested the approval of an Automatic Aid Agreement between Village of Franklin and Village of Beverly Hills. This agreement would improve fire response and would help improve their ISO rating. The agreement is specific in nature as outlined in Section II. Response. I have had the opportunity to review the agreement with our Fire Marshal and the Deputy Director who agree this is in the best interest of both communities.

### **Suggested Resolution**

*Move to approve the Automatic Aid Agreement between the Village of Beverly Hills and the Village of Franklin to provide aid on a reciprocal basis for fighting fires and responding to emergency incidents occurring in the territory of either of the member communities.*

**AUTOMATIC AID AGREEMENT  
BETWEEN THE  
VILLAGE OF BEVERLY HILLS  
AND THE  
VILLAGE OF FRANKLIN**

This Automatic Aid agreement (“Agreement”) is executed on the date and set forth below among the Village of Beverly Hills, a municipal corporation located within the County of Oakland in the State of Michigan, having its principal office at 18500 Thirteen Mile Road, Beverly Hills, MI 48025; and the Village of Franklin, a municipal corporation located within the County of Oakland, in the State of Michigan, having its principal office at 32325 Franklin Road, Franklin, MI 48025 (“Members”).

WHEREAS, the member municipalities each currently maintains its own separate fire apparatus, equipment, personnel, and;

WHEREAS, it is desirable and advantageous to the members to arrange for aid on a reciprocal basis for fighting fires and responding to emergency incidents occurring in the territory of any of the members, and;

WHEREAS, the members participate in the Oakland County Fire Mutual Aid Association and the Oakland County Mutual Aid Box Alarm System for fire services, both of which provide for rendering mutual aid among the participating municipalities for rendering fire and emergency medical services, and;

WHEREAS, the members desire to supplement and enhance those mutual aid agreements with respect to fire services as defined below;

NOW THEREFORE, pursuant to the provisions of the Urban Act of 1967, the Members agree to provide Automatic Aid as follows:

**I. DEFINITIONS**

- a. Fire Services – Providing fire protection, fire suppression, hazardous materials response, or technical rescue.
- b. Incident – A public Emergency, conflagration, serious threat to public safety or disaster.

**II. RESPONSE**

- a. Limits: This agreement shall apply to all incidents occurring within the member municipalities requiring a fire service response, including residential, commercial, industrial and recreational properties; and any other emergencies where the first fire response is provided by the Members within their own municipal boundaries or on a border road, as agreed upon by the Fire Chief or Public Safety Director of the affected jurisdiction.
- b. Situations where Automatic Aid is provided: All calls for confirmed structure fires within the Member municipalities shall result in an automatic, simultaneous response from the Members as assigned in the current Mutual Aid Box Alarm System agreement.

- c. No Reimbursement for costs: Members shall not be required to reimburse each other for the cost of providing the fire services under this agreement. Each member shall be responsible for its own costs of responding to incidents.

### III. PERSONNEL AND EQUIPMENT

- a. Personnel and Equipment Provided: The Fire Chief/Public Safety Director, or their designee, for each agency shall establish a response plan regarding the deployment of personnel and equipment to incidents covered under this agreement. Any other required personnel and/or equipment will be determined by the Incident Commander in his sole discretion. In the event that a Member's responders arrive first at an incident and determine that the other Member's assistance is not needed, then they shall notify the other member to cancel or recall its response.

### IV. INCIDENT COMMAND SYSTEM

- a. Command at an Emergency Incident: The first arriving unit at any incident will establish an incident command management structure that is consistent with policy under the Oakland County Mutual Aid Box Alarm System agreement. All personnel will operate accordingly under the command structure established and will work at times in assigned sectors as directed.

The commanding officer of the assisting Member retains the right to withdraw, at any time, in their discretion, its personnel and equipment and is not obligated to keep its personnel and equipment in the requesting community for longer than the commanding officer of the assisting community deems necessary.

### V. RADIO COMMUNICATIONS

- a. Procedure to Dispatch Resources: The host jurisdiction's communications center will dispatch the designated agency, then immediately notify the responding Members communications center via the ALL DISPATCH frequency. Responding units to emergency fire incidents will switch their radio traffic to the appropriate fire talk group under the shared 800 MHz system as determined by the host jurisdiction's communications center.

### VI. LIABILITY/INDEMNIFICATION

- a. Waivers of Claims: Each Member waives the right and all claims against the other member for compensation or damages for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this agreement. Each Member shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether or not the death, injury or damage occurs within or without of its boundary. To the extent allowed by Law, each member shall indemnify, defend and hold harmless all other Members for damages, claims demands, suits, judgements, costs and expenses arising from loss of or damage to

private property and/or death or injury to private persons caused by a Member department responding within the parameters of this agreement. Provided, however, nothing contained herein shall limit the immunity of a Member granted to it by law with respect to third parties.

- b. Emergency Incident Command: With respect to “Command at the Emergency Incident” as provided above, each Member waives all claims against the other members for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command as the Incident Commander at any emergency incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, wilful, wanton or reckless.
- c. No Third Party Beneficiaries: Except as expressly provided herein, this agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right or indemnification or right of subrogation as to either member’s rights in this agreement, or any other right in favour of any individual or legal entity.
- d. No Waiver of Governmental Immunity: All of the privileges and immunities from liability and exemptions from laws, ordinances and rules; and all pensions, relief, disability, worker’s compensation and other benefits which apply to the activity of the Member and their officers, employees and agents when performing their representative functions within the territorial limits of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Members and their officers, employees and agents extraterritorially under the provisions of this agreement. No provision of this agreement is intended, nor shall it be construed, as a waiver by either member or any governmental immunity as provided by law.
- e. Independent Contractor: The members agree that at all times and for all purposes under the terms of this agreement each party’s relationship to any other party shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either expressed or implied, shall arise or accrue to either Member as a result of this agreement. Personnel dispatched to aid a member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Worker’s Disability Act, any pension law or any act of Congress.
- f. Insurance: Each member shall maintain appropriate liability insurance and workers compensation insurance, including employers’ liability coverage, in accordance with all applicable laws.

- g. Employee Benefits: Each member is responsible for the salaries, workers' compensation, retirement and other fringe benefits of its employees responding to an Automatic Aid Request.
- h. Term: This agreement commences on the effective date and shall continue until terminated in accordance with Section VII.

**VII. TERMINATION**

- a. Termination of Agreement: Any member may withdraw from this agreement by giving thirty (30) days advanced written notice to the other member by certified mail.

**VIII. LIMITED RIGHTS**

- a. Conferment of Rights: This agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto.

**IX. MISCELLANEOUS**

- a. Execution of Agreement: This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- b. Validity and Waivers: no amended or any provision of this agreement shall be valid unless the same shall be in writing and signed by each Member then signatory hereto. No waiver by any Member of any default, misrepresentation, or breach hereunder, whether intentional or not, shall be deemed to extend any prior or subsequent default, misrepresentation, or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- c. Effective Date: This agreement is executed and effective as of Friday, March 01, 2019

**VILLAGE OF BEVERLY HILLS, MI**

By: \_\_\_\_\_  
Name, President

By: \_\_\_\_\_  
Name, Village Clerk

**VILLAGE OF FRANKLIN, MI**

By: \_\_\_\_\_  
Name, President

By: \_\_\_\_\_  
Name, City Clerk



## Beverly Hills Department of Public Safety

# Memo

To: Village Manager Chris Wilson  
From: Director Richard Torongeau  
Date: January 22, 2019  
Re: Village of Bingham Farms Automatic Aid Agreement

---

### **Background**

Over the last two years the Public Safety Department has made changes to our fire operations to improve the delivery of services and our Insurance Service Office (ISO) rating. In 2017 Village Council approved Automatic Fire Aid Agreements with the City of Huntington Woods and the City of Berkley. This agreement helped improve our ISO rating from a five to a three.

Administration meets with neighboring departments monthly to ensure services and resources are deployed in an efficient manner. We review policies and conduct training together. Upon reviewing the resources of the Franklin-Bingham Farms Fire Department we found our Mutual Aid Box Alarm Card needed to be adjusted. The Franklin-Bingham Farms Fire Department agreed to provide resources outlined on our Mutual Aid Box Alarm Card. This department provides fire protection for the Village of Franklin and the Village of Bingham Farms.

The Franklin-Bingham Farms Fire Chief has requested the approval of an Automatic Aid Agreement between Village of Bingham Farms and Village of Beverly Hills. This agreement would improve fire response and would help improve their ISO rating. The agreement is specific in nature as outlined in Section II. Response. I have had the opportunity to review the agreement with our Fire Marshal and the Deputy Director who agree this is in the best interest of both communities.

### **Suggested Resolution**

*Move to approve the Automatic Aid Agreement between the Village of Beverly Hills and the Village of Bingham Farms to provide aid on a reciprocal basis for fighting fires and responding to emergency incidents occurring in the territory of either of the member communities.*

**AUTOMATIC AID AGREEMENT  
BETWEEN THE  
VILLAGE OF BEVERLY HILLS  
AND THE  
VILLAGE OF BINGHAM FARMS**

This Automatic Aid agreement (“Agreement”) is executed of the date and set forth below among the Village of Beverly Hills, a municipal corporation located within the County of Oakland in the State of Michigan, having its principal office at 18500 Thirteen Mile Road, Beverly Hills, MI 48025; and the Village of Bingham Farms, a municipal corporation located within the County of Oakland, in the State of Michigan, having its principal office at 24255 Thirteen Mile Road, Suite 190, Bingham Farms, MI 48025 (“Members”).

WHEREAS, the member municipalities each currently maintains its own separate fire apparatus, equipment, personnel, and;

WHEREAS, it is desirable and advantageous to the members to arrange for aid on a reciprocal basis for fighting fires and responding to emergency incidents occurring in the territory of any of the members, and;

WHEREAS, the members participate in the Oakland County Fire Mutual Aid Association and the Oakland County Mutual Aid Box Alarm System for fire services, both of which provide for rendering mutual aid among the participating municipalities for rendering fire and emergency medical services, and;

WHEREAS, the members desire to supplement and enhance those mutual aid agreements with respect to fire services as defined below;

NOW THEREFORE, pursuant to the provisions of the Urban Act of 1967, the Members agree to provide Automatic Aid as follows:

**I. DEFINITIONS**

- a. Fire Services – Providing fire protection, fire suppression, hazardous materials response, or technical rescue.
- b. Incident – A public Emergency, conflagration, serious threat to public safety or disaster.

**II. RESPONSE**

- a. Limits: This agreement shall apply to all incidents occurring within the member municipalities requiring a fire service response, including residential, commercial, industrial and recreational properties; and any other emergencies where the first fire response is provided by the Members within their own municipal boundaries or on a border road, as agreed upon by the Fire Chief or Public Safety Director of the affected jurisdiction.
- b. Situations where Automatic Aid is provided: All calls for confirmed structure fires within the Member municipalities shall result in an

automatic, simultaneous response from the Members as assigned in the current Mutual Aid Box Alarm System agreement.

- c. No Reimbursement for costs: Members shall not be required to reimburse each other for the cost of providing the fire services under this agreement. Each member shall be responsible for its own costs of responding to incidents.

### III. PERSONNEL AND EQUIPMENT

- a. Personnel and Equipment Provided: The Fire Chief/Public Safety Director, or their designee, for each agency shall establish a response plan regarding the deployment of personnel and equipment to incidents covered under this agreement. Any other required personnel and/or equipment will be determined by the Incident Commander in his sole discretion. In the event that a Member's responders arrive first at an incident and determine that the other Member's assistance is not needed, then they shall notify the other member to cancel or recall its response.

### IV. INCIDENT COMMAND SYSTEM

- a. Command at an Emergency Incident: The first arriving unit at any incident will establish an incident command management structure that is consistent with policy under the Oakland County Mutual Aid Box Alarm System agreement. All personnel will operate accordingly under the command structure established and will work at times in assigned sectors as directed.

The commanding officer of the assisting Member retains the right to withdraw, at any time, in their discretion, its personnel and equipment and is not obligated to keep its personnel and equipment in the requesting community for longer than the commanding officer of the assisting community deems necessary.

### V. RADIO COMMUNICATIONS

- a. Procedure to Dispatch Resources: The host jurisdiction's communications center will dispatch the designated agency, then immediately notify the responding Members communications center via the ALL DISPATCH frequency. Responding units to emergency fire incidents will switch their radio traffic to the appropriate fire talk group under the shared 800 MHz system as determined by the host jurisdiction's communications center.

### VI. LIABILITY/INDEMNIFICATION

- a. Waivers of Claims: Each Member waives the right and all claims against the other member for compensation or damages for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this agreement. Each Member shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether or not the death, injury or damage occurs within or without of its boundary. To the extent allowed by Law, each member shall indemnify, defend and hold

harmless all other Members for damages, claims demands, suits, judgements, costs and expenses arising from loss of or damage to private property and/or death or injury to private persons caused by a Member department responding within the parameters of this agreement. Provided, however, nothing contained herein shall limit the immunity of a Member granted to it by law with respect to third parties.

- b. **Emergency Incident Command:** With respect to “Command at the Emergency Incident” as provided above, each Member waives all claims against the other members for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command as the Incident Commander at any emergency incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, wilful, wanton or reckless.
- c. **No Third Party Beneficiaries:** Except as expressly provided herein, this agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right or indemnification or right of subrogation as to either member’s rights in this agreement, or any other right in favour of any individual or legal entity.
- d. **No Waiver of Governmental Immunity:** All of the privileges and immunities from liability and exemptions from laws, ordinances and rules; and all pensions, relief, disability, worker’s compensation and other benefits which apply to the activity of the Member and their officers, employees and agents when performing their representative functions within the territorial limits of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Members and their officers, employees and agents extraterritorially under the provisions of this agreement. No provision of this agreement is intended, nor shall it be construed, as a waiver by either member or any governmental immunity as provided by law.
- e. **Independent Contractor:** The members agree that at all times and for all purposes under the terms of this agreement each party’s relationship to any other party shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either expressed or implied, shall arise or accrue to either Member as a result of this agreement. Personnel dispatched to aid a member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Worker’s Disability Act, any pension law or any act of Congress.

- f. Insurance: Each member shall maintain appropriate liability insurance and workers compensation insurance, including employers' liability coverage, in accordance with all applicable laws.
- g. Employee Benefits: Each member is responsible for the salaries, workers' compensation, retirement and other fringe benefits of its employees responding to an Automatic Aid Request.
- h. Term: This agreement commences on the effective date and shall continue until terminated in accordance with Section VII.

**VII. TERMINATION**

- a. Termination of Agreement: Any member may withdraw from this agreement by giving thirty (30) days advanced written notice to the other member by certified mail.

**VIII. LIMITED RIGHTS**

- a. Conferment of Rights: This agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto.

**IX. MISCELLANEOUS**

- a. Execution of Agreement: This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- b. Validity and Waivers: no amended or any provision of this agreement shall be valid unless the same shall be in writing and signed by each Member then signatory hereto. No waiver by any Member of any default, misrepresentation, or breach hereunder, whether intentional or not, shall be deemed to extend any prior or subsequent default, misrepresentation, or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- c. Effective Date: This agreement is executed and effective as of Friday, March 01, 2019

**VILLAGE OF BEVERLY HILLS, MI**

By: \_\_\_\_\_  
Name, President

By: \_\_\_\_\_  
Name, Village Clerk

**VILLAGE OF BINGHAM FARMS, MI**

By: \_\_\_\_\_  
Name, President

By: \_\_\_\_\_  
Name, City Clerk

**VILLAGE MANAGER'S REPORT**  
**CHRIS D. WILSON**  
**FEBRUARY 1, 2019**

**Snow Emergencies** – The Village declared a Snow Emergency on the evening of Monday, January 28<sup>th</sup> through Tuesday morning. The purpose of a Snow Emergency is to aid our DPW crews and Public Safety personnel by removing vehicles from the roadway so that the streets can be cleared of snow. We had good participation and compliance with the Snow Emergency of January 28<sup>th</sup> and 29<sup>th</sup>. The Village appreciates the effort and the continued cooperation in the future.

**Safest Cities in Michigan** – The Village of Beverly Hills was once again ranked as one of the safest cities in Michigan by home security firm Alarm.org. For 2019, Alarm.com ranked the Village as the #2 safest city in Michigan. The link to the study can be found at <https://www.alarms.org/safest-cities-in-michigan>. Thank you to the Department of Public Safety for all their efforts in keeping this community safe.

**MME Winter Institute** – The annual Michigan Municipal Executive Winter Institute is February 5-8<sup>th</sup> in Battle Creek, MI. As of the writing of this report I am uncertain as to whether I will attend this event or not. If I do attend I will not be present at the February 5<sup>th</sup> Council meeting.

**Joint Planning and Council Meeting** – The Planning Commission and Village Council will hold a joint meeting on Wednesday, February 13<sup>th</sup> in the Council Chambers. This annual meeting provides for guidance and feedback on priorities and projects for both bodies during the next year. Planning Commission Chairman Ostrowski and Council President Peddie are working with the Planning and Zoning Director to put together the agenda for this meeting. Council members can direct any desired topics for this meeting to President Peddie.

**Offices Closed** – Village offices will be closed on Monday, February 18<sup>th</sup> in observance of President's Day. Trash collection will not be interrupted this week.

# Enforcement List - Inspection Summary

02/01/19

Enforcement Number	Address	Filed	Status	Closed	
E190001	15856 BIRWOOD AVE	01/04/19	Notice Sent		
PLEASE NOTIFY THE BUILDING DEPT. FOR PROPER LOCATION OF THE 6FT FENCE. CALL ERIN SAUR 248-646-6404					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Enforcement Number	Address	Filed	Status	Closed	
E190002	31110 CHURCHILL DR	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190003	31335 CHURCHILL DR	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190004	16252 ELIZABETH ST	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190005	31219 E RUTLAND ST	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin

# Enforcement List - Inspection Summary

02/01/19

Enforcement Number	Address	Filed	Status	Closed	
E190006	16951 ELIZABETH ST	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E190007	32347 SHERIDAN DR	01/09/19	Closed	01/09/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/09/19	01/09/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E190008	16215 BUCKINGHAM AVE	01/09/19	Resolved	01/11/19	
PLEASE REMOVE YARD WASTE BAGS FROM CURBSIDE. YARD WASTE COLLECTION STARTS ON APRIL 1ST. YARD WASTE BAGS CANNOT BE PLACED WITH TRASH ON THE TRUCKS BY LAW. HOMEOWNERS CAN ALSO DROP OFF UP TO 10 BAGS OF YARD WASTE AT SOCRRA – 995 COOLIDGE RD.					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/11/19	01/11/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E190010	31125 SHERIDAN DR	01/10/19	Closed	01/22/19	
PLEASE REMOVE ALL OUTSIDE STORED ITEMS FROM FRONT DRIVEWAY AREA. LADDERS, LAWN TRACTORS, TRASH CONTAINERS, ALL ITEMS STORED ON FRONT LAWN NEXT TO VAN. PER VILLAGE CODE					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/22/19	01/22/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed	
E190011	31265 SHERIDAN DR	01/10/19	Closed	01/22/19	
REMOVE SNOW PLOW BLADE FROM PROPERTY. MOUNT ON TRUCK OR REMOVE. PER VILLAGE CODE					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/22/19	01/22/19	Dan Gosselin

# Enforcement List - Inspection Summary

02/01/19

Enforcement Number	Address	Filed	Status	Closed
E190012	22750 KING RICHARD CT	01/14/19	Resolved	01/15/19
PLEASE DO NOT PLACE TRASH TO CURB BEFORE MONDAY THE DAY BEFORE COLLECTION.				

PER VILLAGE CODE

## COMPLAINTS

Inspection Type	Status	Result	Scheduled	Completed	Inspector
FINAL	Completed	02	01/15/19	01/15/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E190014	15543 BIRWOOD AVE	01/16/19	Closed	01/22/19
REMOVE CONSTRUCTION DEBRIS FROM STREET AREA. PACKAGE ITEMS IN CANS OR TRASH BAGS FOR COLLECTION				

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/18/19	01/22/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E190015	31636 AUBURN DR	01/18/19	Closed	01/25/19
BOAT AND TRAILER MUST BE REMOVED FROM DRIVEWAY, PLACE INSIDE GARAGE OR IN REAR OPEN YARD. PER CODE.				

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/25/19	01/25/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E190016	31225 LAHSEY RD	01/18/19	Resolved	01/28/19
PLEASE REMOVE COMMERCIAL TRUCK TRAILER FROM PROPERTY, PER VILLAGE CODE				

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/25/19	01/28/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E190017	18190 DUNBLAINE AVE	01/22/19	Resolved	01/30/19
PLEASE INFORM YOUR SNOW CO. NOT TO PUSH DRIVEWAY SNOW ONTO NEIGHBORS PROPERTY. YOU CAN HAVE THE COMPANY CALL CODE OFFICER AT THE VILLAGE OFFICE FOR DIRECTION				

Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/29/19	01/30/19	Dan Gosselin

Enforcement Number	Address	Filed	Status	Closed
E190018	18105 KIRKSHIRE AVE	01/22/19	Closed	01/24/19
IMPLEMENT SECTION 5.05(F)				

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

# Enforcement List - Inspection Summary

02/01/19

Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190019	18220 BIRWOOD AVE	01/22/19	Closed	01/24/19	
IMPLEMENT SECTION 5.05(F)					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190020	18280 BIRWOOD AVE	01/22/19	Closed	01/24/19	
THE OWNERS OF PROPERTY ABUTTING OR ADJACENT TO SIDEWALKS SHALL KEEP SAID SIDEWALK ABUTTING OR ADJACENT TO THEIR PROPERTY FREE AND CLEAR OF ICE, SNOW OR OTHER OBSTRUCTIONS					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190021	18210 BIRWOOD AVE	01/22/19	Closed	01/24/19	
THE OWNERS OF PROPERTY ABUTTING OR ADJACENT TO SIDEWALKS SHALL KEEP SAID SIDEWALK ABUTTING OR ADJACENT TO THEIR PROPERTY FREE AND CLEAR OF ICE, SNOW OR OTHER OBSTRUCTIONS					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190022	18106 BIRWOOD AVE	01/22/19	Closed	01/24/19	
THE OWNERS OF PROPERTY ABUTTING OR ADJACENT TO SIDEWALKS SHALL KEEP SAID SIDEWALK ABUTTING OR ADJACENT TO THEIR PROPERTY FREE AND CLEAR OF ICE, SNOW OR OTHER OBSTRUCTIONS					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190023	18190 BIRWOOD AVE	01/22/19	Closed	01/24/19	
THE OWNERS OF PROPERTY ABUTTING OR ADJACENT TO SIDEWALKS SHALL KEEP SAID SIDEWALK ABUTTING OR ADJACENT TO THEIR PROPERTY FREE AND CLEAR OF ICE, SNOW OR OTHER OBSTRUCTIONS					
Inspection Type	Status	Result	Scheduled	Completed	Inspector
Final	Completed	02	01/23/19	01/24/19	Dan Gosselin
Enforcement Number	Address	Filed	Status	Closed	
E190024	15509 BIRWOOD AVE	01/25/19	Notice Sent	01/25/19	

# Enforcement List - Inspection Summary

02/01/19

AT 3:00PM FRIDAY JAN 25TH, WE FOUND WATER COMING OUT THE REAR OF THE HOUSE. WE HAVE SHUT THE WATER OFF AT THAT TIME TO STOP FURTHER DAMGE ON THE INSIDE

Inspection Type	Status	Result	Scheduled	Completed	Inspector
-----------------	--------	--------	-----------	-----------	-----------

Population: All Records  
Enforcement.DateFiled Between 1/1/2019 12:00:00 AM AND 1/31/2019 11:59:59 PM

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- The Public Safety Department is currently looking for applicants for Public Safety Officer. Please visit our website, [www.beverlyhillspolice.com](http://www.beverlyhillspolice.com) to see if you qualify.
- Check your smoke detectors and CO Alarms.
- Avoid strain while shoveling.
- Have your chimney inspected or cleaned before you use it.
- Don't forget to prepare your car
  - Keep the gas tank full
  - Use a wintertime formula in your windshield washer
  - Prepare a winter emergency kit to keep in your car in case you become stranded. The kit should include.
    - Cell phone and portable charger
    - Blankets
    - Booster cables, flares, bag of sand or cat litter
    - First aid kit

### **CALLS FOR SERVICE**

- 326 Calls for Service
- 19 Arrests
- 187 Tickets issued.
- Motor Carrier Enforcement.
- 1 Walk in PBTs.
- 10 Prescription pill drop offs.
- Vacation checks.
- 11 Prisoner transports to and from the Birmingham Police Department.
- Walk in Gun Permits issued
- Car Seat Safety Inspections
- Fill in for Crossing Guard at Beverly Elementary.
- 11 Traffic Accidents on 13 Mile Rd.
- 8 Motorist Assists on 13 Mile Rd.
- 6 Alarms on 13 Mile Rd.
- 3 Alarms on Lahser
- 7 Medicals on 13 Mile Rd.
- Fire Alarm on 13 Mile Rd.
- Medical on 14 Mile Rd.
- 3 Medicals on Southfield
- Alarm on Southfield
- 2 Traffic Accidents on Southfield
- Vehicle Lockout on Southfield
- Civil Matter on 13 Mile Rd.
- Customer Trouble on 13 Mile Rd.
- Suspicious Vehicle on 13 Mile Rd.
- Solicitor complaint on 14 Mile Rd.
- Medical on Evergreen

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- Crossing Guard
- Medical on Locherbie
- Motorist Assist on Pierce
- Medical on Elizabeth
- Welfare Check on Walmer
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Alarm on E. Rutland
- Medical on Huntley Sq. E.
- Gas Leak on Greenfield
- Officers assisted the Berkley Public Safety Department with a structure fire.
- Medical on Valley Oaks
- Animal complaint on Birwood
- Assist Franklin Police with a family trouble complaint.
- Alarm on Valley Oaks
- Medical on Normandale
- Welfare Check on Kirkshire
- Officers met Southfield Police to arrest a prisoner being held on a Beverly Hills Warrant. The arrest took place without incident.
- Suspicious Circumstance complaint on Beverly
- Carbon Monoxide Alarm on Evergreen
- Medical on W. Rutland
- Suspicious Persons complaint on Kinross
- Officers stopped a vehicle on Greenfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Alarm on Embassy
- Citizen Assist on Huntley Sq. W.
- Parking complaint on Madoline
- Lockout on 14 Mile Rd.
- Animal complaint on Auburn
- Fire Alarm on Reedmere
- Officers stopped a vehicle for a traffic violation on 13 Mile. The driver was wanted out of Woodhaven. The driver was arrested without incident and released to Woodhaven Police.
- Officers responded to the Michigan Department of Corrections to pick up an inmate who had a Beverly Hills Warrant. Officers arrested the inmate without incident.
- Welfare Check on Buckingham
- Solicitor complaint on Beverly
- Citizen Assist on Buckingham
- Fire Alarm on Reedmere
- Medical on Buckingham
- Welfare Check on Wetherby
- Medical on Kirkshire
- Suspicious Persons complaint on Arlington
- Lift Assist on Nixon

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- Fraud on Sheridan
- Citizen Assist on Crossbow
- Lift Assist on Huntley Sq. E.
- Medical on Plumwood
- Solicitor complaint on Dunblaine
- Carbon Monoxide Alarm on Valley Oaks
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Officers stopped a vehicle on Beverly for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Medical on S. Waltham
- 2 Solicitor complaints on Devonshire
- Solicitor complaint on Birwood
- Suspicious Persons complaint on Beaconsfield
- Suspicious Persons complaint on Dunblaine
- Officers stopped a vehicle for 13 Mile for a traffic violation. The driver had several warrants for her arrest. The driver was arrested without incident.
- Suspicious Circumstance complaint on Buckingham
- Alarm on Rivers Edge Ct.
- Suspicious Persons complaint on Verona
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver was operating on a suspended license and had several warrants for his arrest. The driver was arrest without incident.
- Alarm on Sheridan
- Alarm on Kennoway
- Alarm on Lahser
- Lift Assist on Fox Run
- Medical on Kinross
- Medial on Marlin Ct.
- Medical on Buckingham
- Medical on W. Rutland
- Suspicious Vehicles on Vernon
- Customer Trouble on Southfield
- Alarm on Walmer
- Medical on Riverview
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Vehicle Lockout on Huntley Sq. E.
- Suspicious Persons complaint on Riverside
- Reckless Driving complaint on 13 Mile Rd.
- Welfare Check on W. Rutland
- Parking complaint on 13 Mile Rd.
- Odor Investigation on Old Stage
- Fire Alarm on Wendbrook

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- Medical on Reedmere
- Citizen Assist on Reedmere
- Alarm on Old Cannon
- Officers stopped a vehicle on 13 Mile for a traffic violation. The driver had a warrant for her arrest. The driver was arrested without incident.
- Suspicious Circumstance complaint on Allerton
- Medical on Kirkshire
- Parking complaint on Eastlady
- Medical on Warwick
- Motorist Assist on Lahser
- Larceny on Kirkshire
- Larceny on Birwood
- Medical on Nixon
- Fraud complaint on Hampton
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license and had warrants for her arrest. The driver was suspected of operating while intoxicated and was in possession of narcotics. The driver was arrested without incident.
- Reckless Driving complaint on 13 Mile
- Larceny complaint on Huntley Sq. E.
- Reckless Driving complaint on Norchester
- Reckless Driving complaint on Southfield
- Animal complaint on Sunset
- Officers stopped a vehicle on Evergreen for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Medical on Lauderdale
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was operating on a suspended license. The driver was arrested without incident.
- Officers stopped a vehicle on Southfield for a traffic violation. The vehicle was not properly registered. Enforcement action was taken without incident.
- Suspicious Persons complaint on Charrington Ct.
- Peace Officer complaint on Huntley Sq. N.
- Found Property complaint on Southfield
- Larceny complaint Huntley Sq. N.
- Suspicious Persons complaint on Robinhood
- Officers stopped a vehicle for a traffic violation on Lahser. The driver was operating on a suspended license. The driver was arrested without incident.
- Fraud complaint on Lahser
- Alarm on Low Bow Ct.
- Motorist Assist on Evergreen
- Alarm on Wetherby
- Suspicious Persons complaint on 13 Mile Rd.
- Suspicious Vehicle complaint on 13 Mile Rd.
- Found Property complaint on 13 Mile Rd.

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- Medical on Birwood
- Traffic Accident on Beverly
- Alarm on Riverside
- Officers arrested an individual who had an Oakland County Warrant. The arrested was completed without incident.
- Lift Assist on Embassy
- Officers stopped a vehicle on Southfield for a traffic violation. The driver was suspected of operating while intoxicated. The driver was arrested without incident.
- Medical on Hampton
- Medical on Warwick
- Medical on Nottingham
- Traffic complaint on Beverly
- Medical on Wellesley Ct.
- Citizen Assist on Reedmere
- Officers responded to Stafford on the report of an assault. Parties were interviewed. One individual was arrested without incident.
- Animal complaint on Nixon
- Lift Assist on McKenzie Ct.
- Officers picked up a prisoner being held on a Beverly Hills Warrant. The prisoner was arrested without incident.
- Alarm on Smallwood
- Larceny complaint on Huntley Sq. E.
- Suspicious Persons complaint on Riverside
- Traffic Accident on Metamora
- Juvenile complaint on Devonshire
- Lift Assist on Saxon
- Larceny on Huntley Sq. E.
- Traffic complaint on E. Rutland
- Medical on Rosevear
- Lift Assist on Westlady
- Alarm on Sleepy Hollow
- Alarm on Bellvine Trail
- Officers stopped a vehicle on 14 Mile for a traffic violation. The driver was operating on a suspended license and had a warrant for her arrest. The driver was arrested without incident.
- Lift Assist on Fox Run
- Lift Assist on Robinhood
- Suspicious Circumstance on N. Nottingham
- Larceny on Huntley Sq. W.
- Alarm on Village Drive
- Suspicious Persons complaint on Beverly
- Animal complaint on Birwood
- Medical on Sheridan
- Carbon Monoxide Alarm on Lahser

## **Beverly Hills Public Safety Activity Report January 10<sup>th</sup>- January 31<sup>st</sup>, 2019**

- Lift Assist on Embassy

### **FIRE AND EMS**

- Host Fire Company Officer Training.
- Equip and outfit new fire apparatus.
- EMS Advisory Board Meeting
- MABAS Meeting
- C/E sponsorship renewal
- Life support agency renewal
- Lesson plan submission for EMS
- Two grant submissions

### **INVESTIGATIONS**

- CFS Closed and Reviewed - 231
- Reviewed 31 case reports for a disposition.
- Followed up and reviewed cases, of which 16 were closed.
- 7 Cases were assigned
- 12 Reports written on current cases
- 19 Current active investigations
- 09 Current pending investigations
- 3 BYA Referral
- 1 Arraignment VOP
- Transported prisoner OCSD
- OWI III warrant issued
- 46th DC Traffic Conference
- Lt Governor Gilchrist visit to Groves High School.
- 2 Groves basketball games
- Groves High School Dance
- Fire Officer I & II training
- Blood Borne Pathogens, Cultural Awareness Training
- Sent two blood kits to MSP
- Oaktac Meeting

January 16, 2019

**Notice of Construction**

**2019 14 Mile Road Construction**

14 Mile Road will be under construction for most of the 2019 construction season, with traffic often limited to one lane in each direction. **Motorists are encouraged to find alternate routes during construction, especially during rush hour.** The following projects are scheduled:

**Water Main Improvements (January through June)**

The Southeastern Oakland County Water Authority (SOCWA) will be rehabilitating their water main on the south side of 14 Mile Road from Greenfield Road to west of Fernlee Avenue starting in late January. The City of Royal Oak will also be replacing the city's water main from Woodward Avenue to Cooper Avenue and from Mankato Avenue to the CN Railroad starting in March.

This work will require lane closures along 14 Mile Road from Greenfield Road to Delemere Boulevard, with only one lane open in each direction. Traffic is expected to be very congested and alternate routes are advised.

The water main work will include water main installation by drilling, water main lining, water main connections and water service connections to the new water main. Some areas of pavement and driveways will be removed for this work, and these areas will be temporarily restored with stone and asphalt. Permanent pavement repairs will be performed later in the summer as part of the road resurfacing project.

There will be temporary water shutoffs for connection of the water main, and affected properties will receive a door-hanger with the anticipated shutoff duration at least 24-hours in advance. Additionally, the water to individual properties will be shutoff for a short duration to connect the property's water service to the new water main.

**14 Mile Road Resurfacing (June through November)**

14 Mile Road will be resurfaced from Greenfield Road to Crooks Road after the water main work is complete. This work is being administered by the City of Royal Oak with federal funding under the direction of the Michigan Department of Transportation. As 14 Mile Road is a border roadway, work will take place in the cities of Royal Oak and Birmingham.

Work will include: Asphalt milling, concrete patching, and asphalt resurfacing of 14 Mile Road, replacement of damaged curb sections, installation of a traffic calming island at Coolidge Highway, replacing all non-compliant handicap sidewalk ramps at intersections, and re-stripping the roadway.

This work will require lane closures along 14 Mile Road from west of Greenfield Road to Crooks Road, with one lane open in each direction.

**Greenfield Road Traffic Signal**

The Road Commission for Oakland County (RCOC) will be replacing the traffic signal at the intersection of Greenfield Road and 14 Mile Road. This work is not expected to significantly impact traffic since there will already be lane closures in place for the road project. RCOC tentatively expects to have this work performed throughout the spring and summer.

**Woodward Avenue Traffic Signal Replacement**

The Michigan Department of Transportation (MDOT) will be replacing the traffic signals at the intersection of Woodward Avenue and 14 Mile Road, along with several other signals along Woodward Avenue. This work is not expected to significantly impact traffic since there will already be lane closures in place for the 14 Mile road project. MDOT tentatively expects to have this work performed throughout the winter and spring.



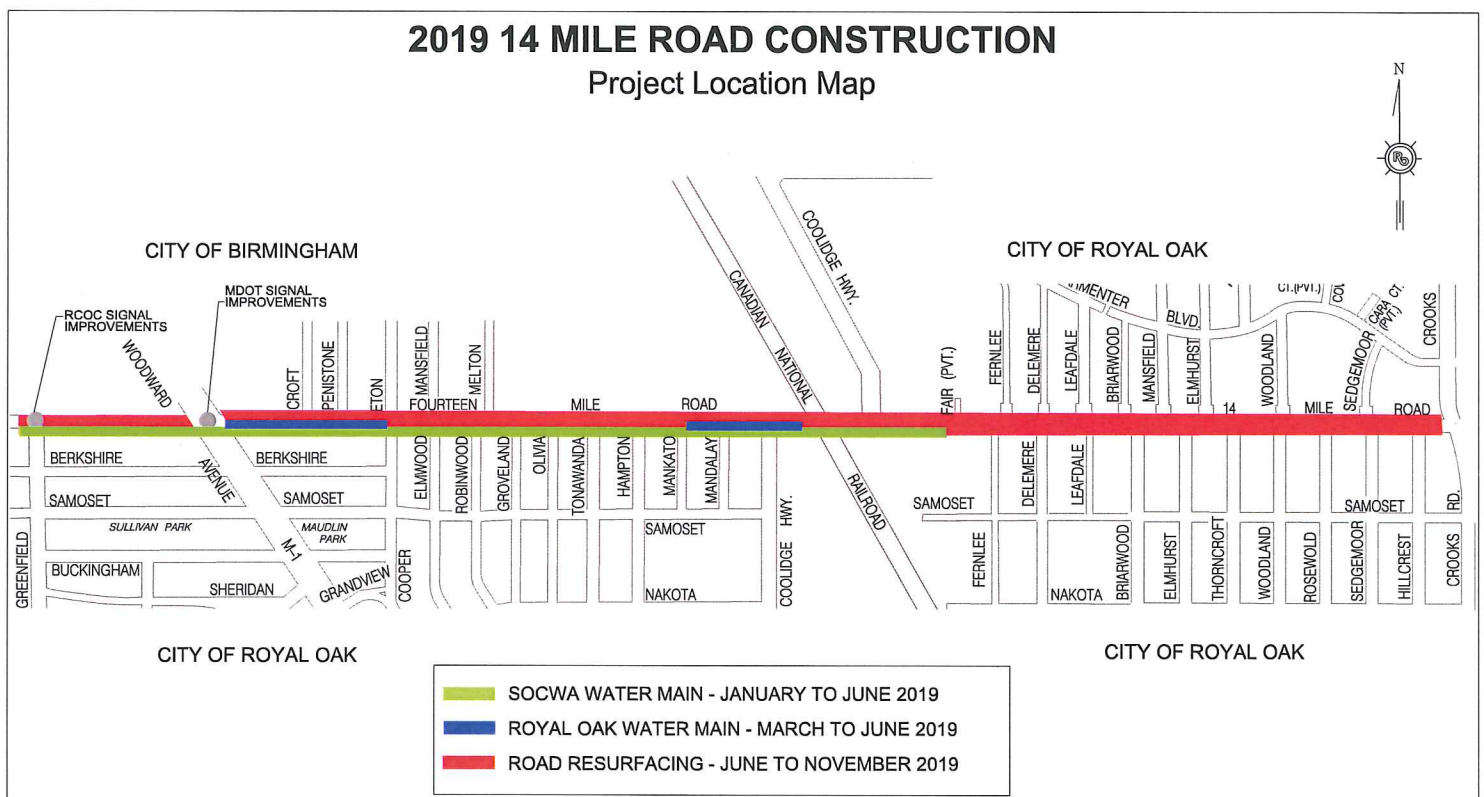
**Driveway Access:** There may be periods of time where a side-street or driveway is temporarily blocked by construction operations. When this occurs, properties will be notified 24 hours in advance via door hanger.

**Landscaping:** Lawn areas disturbed by the contractor's operations will be replaced with topsoil and seed. Lawn restoration may not begin until after Labor Day, depending on the weather. The city does not replace special landscaping, brick, timbers, plantings or shrubs placed on city property or within the public utility easements. The contractor will make every effort to avoid damage to any specialty landscaping.

**Private Sprinkler Systems:** If your property has a sprinkler system that is located within the public right of way of 14 Mile Road, please contact the City of Royal Oak Engineering Division at 248.246.3260 or [generaleng@romi.gov](mailto:generaleng@romi.gov). We will try to avoid damage to the sprinkler systems when possible. The city is not obligated to repair private sprinkler systems located within the public right-of-way.

Trash / Recycling Pickup: There will be no change in the pickup dates and the trash and recycling will be taken care of as usual during the construction operations unless otherwise notified by the city.

The city realizes that this construction will be an inconvenience and all efforts to expedite this work will be utilized to minimize traffic conflicts and access to the various properties abutting the project. If you have any questions, please call the City of Royal Oak Engineering Division at 248.246.3260.



**For updates regarding these projects, visit [www.romi.gov/CurrentProjects](http://www.romi.gov/CurrentProjects)**

Project updates will be posted on the website, or you can sign up to receive updates via e-mail or text.